

RESOLUTION NUMBER 44-79

WHEREAS, Congress has authorized appropriations for the construction of streets and roads, and

WHEREAS, a highway project within the boundaries of Navajo County has been selected and a field survey of the project has been completed, and the plans, estimates and specifications have been prepared and have been submitted to the Federal Highway Administration for approval, and

WHEREAS, Navajo County, in order to obtain federal funding for the construction of the project is willing to provide matching funds with the federal funds in the ratio required by the Federal Highway Administration, and

WHEREAS, the funds are administered by the State of Arizona, Arizona Highway Department, pursuant to federal law and regulations, and

WHEREAS, it appears to be expedient and in the best interests of Navajo County to enter into an inter-governmental agreement with the State of Arizona for the stated purpose,

NOW, THEREFORE, BE IT RESOLVED that Navajo County enter into an inter-governmental agreement with the State of Arizona for project number RS626 (1) (S.R. 277-Taylor City Limits) AFE 631, and further that Jim Bruce, Navajo County Engineer, be and hereby is authorized to execute the inter-governmental agreement for and on behalf of Navajo County.

DATED this                      day of August, 1979.

ATTEST:

Wesley Salazar, Acting Clerk  
Clerk of the Board

Norman W. Dursley  
Chairman of the Board

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ATTEST:

Delores Salazar, Acting Clerk  
Clerk of the Board

Norman W. Durling  
Chairman of the Board

INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
STATE OF ARIZONA  
AND

NAVAJO COUNTY

PROJECT NO. RS 626 (1)  
(S.R. 277-Taylor City Limits)  
AFE 631

THIS AGREEMENT, entered into this *21st* day of *August*, 19 79, pursuant to Arizona Revised Statutes, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE" and NAVAJO COUNTY, a body politic and corporate, hereinafter called "LOCAL AGENCY".

WHEREAS, STATE is empowered by Arizona Revised Statutes, Section 28-108 to enter into this Agreement, and

WHEREAS, LOCAL AGENCY is empowered by Arizona Revised Statutes, Sections 11-951 through 11-954 to enter into this Agreement, and

WHEREAS, Congress has authorized appropriations for, but not limited to, the construction of streets; primary, feeder and farm to market roads; the replacement of bridges; the elimination of roadside obstacles; the application of pavement markings, and

WHEREAS, such project within the boundary of LOCAL AGENCY has been selected by LOCAL AGENCY and the field survey of the project has been completed and the plans, estimates and specifications prepared and, as required, submitted to the Federal Highway Administration for its approval, and

WHEREAS, LOCAL AGENCY, in order to obtain Federal funds for the construction of the project hereinafter mentioned, is willing to provide the STATE with LOCAL AGENCY funds to match Federal funds in the ratio required or as finally fixed and determined by the Federal Highway Administration, and

WHEREAS, the primary interest of the STATE in the project is in the acquisition of Federal funds for the use and benefit of LOCAL AGENCY by reason of Federal Law and Regulations under which funds for the project are authorized to be expended, and

WHEREAS, the work embraced in this Agreement and the estimated cost is as follows: applying an asphaltic concrete overlay and chip seal coat to the existing roadway to provide two 12-foot traffic lanes.

Estimated Cost	\$584,378.00
Federal funds	541,952.00
County Funds	42,426.00

#### AGREEMENT:

#### ARTICLE I

IN CONSIDERATION of the covenants of LOCAL AGENCY hereinafter contained and the faithful performance thereof, STATE agrees:

1. To submit a program containing the aforementioned project to the Federal Highway Administration with the recommendation that it be approved for construction and that if such project is approved for construction by the Federal Highway Administration and the funds are available for the construction of said project, STATE, with the aid and consent of the Federal Highway Administration will proceed to advertise for, receive and open bids, and subject to the concurrence of the Federal Highway Administration and LOCAL AGENCY, award the contract, enter into a contract with the firm to whom the award is made for the construction of the project, such project to be performed, completed, accepted and paid for in accordance with the requirements of the Standard Specifications for Road and Bridge Construction of the Highways Division, Arizona Department of Transportation, will enter into a Project Agreement with the Federal Government covering the work embraced in the said contract or in the said Agreement and will request the maximum Federal funds available.

2. To furnish LOCAL AGENCY with copies of the proposed Project Agreement to be entered into by the STATE and the Federal Government and any Railroad Company Agreement necessary for the full completion of this project.

3. To provide personnel to supervise the construction, such personnel to be acceptable to LOCAL AGENCY.

#### ARTICLE II

IN CONSIDERATION of the covenants of STATE hereinbefore contained and the faithful performance thereof, LOCAL AGENCY agrees:

1. To acquire without cost to STATE, the necessary right-of-way and material sites and hereby certifies that all rights-of-way have been obtained and all necessary material sites have been acquired.



2. To remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, and hereby certifies that all obstructions and encroachments have been removed therefrom.

3. Not to permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right-of-way, and in the event of any unauthorized encroachment or improper use, shall take all necessary steps to remove or prevent any such encroachment or use; failing in which STATE shall have the right to proceed with the removal or prevention thereof, the cost of such removal or prevention to be borne by LOCAL AGENCY.

4. Upon completion of construction, to provide for at its own cost and as an annual item in its budget, proper maintenance; such maintenance to include, but not be limited to, traffic signals, signs, islands, curbs and markings necessary for the purpose of regulating, warning, and guiding traffic.

5. To mark and sign school crossings and railway-highway grade crossings in accordance with the requirements of the manual on Uniform Traffic Control Devices for Streets and Highways, November 13, 1970.

6. By such regulation as it may by ordinance provide, to regulate parking and not permit vehicles to be left on the street in any manner other than at the curb and parallel thereto and to restrict parking so as to prevent conflicts with moving traffic at intersections and at such other locations as necessary.

7. To deposit with STATE the sum of \$42,426.00, which sum, or any part thereof, shall be used by STATE to match Federal funds in the ratio required.

### ARTICLE III

IN CONSIDERATION of the premises, it is mutually agreed:

1. That any part of the sum of the amount deposited by LOCAL AGENCY, as stipulated in ARTICLE II, remaining after LOCAL AGENCY'S pro rata share of the cost, as finally fixed and determined by the Federal Government, has been paid, shall be forthwith returned to LOCAL AGENCY by STATE;

2. That upon approval of the terms and conditions of the Project Agreement and any State-Railroad Company Agreement by any LOCAL AGENCY, the agreements shall be incorporated in and made a part of this Agreement by reference and shall have the same force and effect as though fully written herein; and further, that the LOCAL AGENCY is bound by all the terms of any State-Railroad Company Agreement and will reimburse the STATE for the amount contracted for by and between the Railroad Company and STATE acting as agent for LOCAL AGENCY.

3. That, should some unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for herein, STATE shall not be obligated to incur any expenditure in excess of the amount of LOCAL AGENCY'S deposit unless and until so authorized in writing by LOCAL AGENCY;

4. That STATE assumes no financial obligation hereunder; that LOCAL AGENCY assumes full responsibility for the design, plans, specifications, engineering and construction. The STATE assumes responsibility for the active negligence of STATE personnel assigned to the project during construction, while actually engaged in the performance of their duties. Except for the negligence of the STATE personnel as set out above, the LOCAL AGENCY agrees to indemnify and save harmless the STATE, any of its departments, agencies, officers and employees from any and all liability, loss or damage the STATE may suffer as a result of claims, demands, costs or judgments arising out of the negligent performance or nonperformance of LOCAL AGENCY or its independent contractors in carrying out any provisions of this Agreement. Costs incurred by STATE, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

5. That the cost of the work covered by this Agreement is to be borne by the Federal Government and LOCAL AGENCY, each in the proportion prescribed or as fixed and determined by the Federal Government, through the Federal Highway Administration as stipulated herein; therefore LOCAL AGENCY agrees to furnish and provide STATE with LOCAL AGENCY funds in an amount equal to the difference between the total cost of the work herein provided for and the amount of Federal Aid received;

6. This Agreement, except the provisions herein for maintenance, which shall be perpetual, shall terminate upon completion of the work herein embraced in accordance with the terms of this Agreement or may be terminated at any time prior to the awarding of the construction contract by either party upon thirty (30) days written notice of that intent;

7. That this Agreement shall be filed with the office of the Secretary of State and shall become effective at the date of such filing.

8. That this Agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes 38-511; the provisions of which are incorporated herein by reference.

Attached hereto is an authenticated copy of the resolution of the STATE and also attached hereto is an authenticated copy of the resolution of the governing body authorizing LOCAL AGENCY to enter into this Agreement and a copy of the written determination of the legal counsel of LOCAL AGENCY that this Agreement is in proper form and within the powers and authority granted to LOCAL AGENCY under the laws of this STATE.

WHEREOF, the parties hereto have executed this day and year first written above.

ARIZONA  
ENGINEER

Chief Deputy State Engineer

ATTEST:

STATE OF ARIZONA )  
COUNTY OF MARICOPA ) ss.

On this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, undersigned Notary Public, personally appeared \_\_\_\_\_, Chief Deputy State Engineer, Arizona Department of Transportation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

NOTARY PUBLIC

My Commission expires:

NAVAJO COUNTY

By: \_\_\_\_\_  
Governing Body

By: Norman H. Turkey  
Chairman

Title:

ATTEST:  
Nelson Selzer, Acting Clerk

STATE OF ARIZONA )  
COUNTY OF NAVAJO ) ss.

On this the 21st day of August, 1974, before me, undersigned Notary Public, personally appeared Norman H. Turkey of the Board of Supervisors known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Connie G. Mazor  
NOTARY PUBLIC

My Commission expires:

Jan. 14, 1983